

# *Toll Brothers*

*America's Luxury Home Builder®*

May 18, 2016

Ms. Lara Thomas  
Planning Director  
City of Duvall  
15535 Main St. NE  
Duvall, WA 98019

RE: APPLICATION TO AMEND THE DEVELOPEMENT AGREEMENT BETWEEN THE CITY OF DUVALL AND TOLL WA LP (AS SUCCESSOR TO CAMWEST DEVELOPMENT, INC.) dated December 14, 2007 REVISING AND CORRECTING THE LEGAL DESCRIPTION

Dear Ms. Thomas,

The City of Duvall ("Duvall") and CamWest Development, Inc. ("CamWest") entered into a Development Agreement dated December 14, 2007 and effective as of January 8, 2008 (the "2008 Agreement", King County recording #20080211001272) to govern the development of the property described therein. The legal description encompassed nine (9) parcels totaling approximately 50.45 acres owned by or under contract with CamWest and three (3) parcels totaling 4.96 acres owned by Duvall. Toll WA LP ("Toll") acquired assets of CamWest in November 2011 and is the successor in interest to the Duvall properties owned by CamWest. (See Attachment 1 which depicts the parcels included in the 2008 Agreement.)

The legal description in the 2008 Agreement included 10 acres subsequently conveyed to the Lake Washington Technical College ("LWTC") pursuant to the terms of the November 10, 2005 Memorandum of Understanding and the July 26, 2007 Agreement Implementing Memorandum of Understanding, as amended in January 2008, between Duvall, CamWest and the LWTC. It also included a 5.42 acre parcel that CamWest did not close on when it was discovered to have extensive wetlands and not developable. (See Attachment 2 which depicts the LWTC 10 acres and the 5.42 acre parcel.)

In addition, 1.647 acres included in the 2008 Agreement legal description were later included in the legal description of the adjoining Duvall Urban Village ("DUV I") preliminary plat approved on June 16, 2010 and the DUV I development agreement dated March 22, 2012. The preliminary plat approval requires the removal of these 1.647 acres from the 2008 Agreement. (See DUV I Preliminary Plat Condition of Approval 6.) The DUV I development agreement also requires the amendment of the legal description to exclude the overlapping 1.647 acres. (See, Section 10.1.) (See Attachment 3 which depicts the overlapping 1.647 acres and the re-aligned 3<sup>rd</sup> Avenue NE.)

Toll is requesting an amendment to the 2008 Agreement legal description to exclude the 10-acre portion conveyed to the LWTC (now owned by the Riverview School District), the 5.42-acre parcel CamWest did not close on and the 1.647 acres included in both the 2008 Agreement and the DUV I preliminary plat and development agreement. In addition, the legal description is corrected to account for changes related to the realignment of 3<sup>rd</sup> Avenue NE depicted in Attachment 3.

May 18, 2016

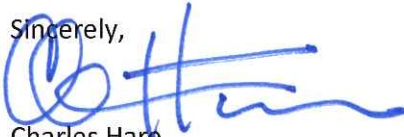
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The amended legal description, after accounting for all of these revisions, contains approximately 38.531 acres in seven (7) parcels. (See Attachment 4 which compares the area included in the 2008 Agreement with the amended legal description.)

Our proposed First Amendment to Development Agreement is enclosed for review. Please initiate the appropriate process for approval of our application for this Amendment.

Thank you for your assistance in processing our application.

Sincerely,



Charles Hare  
Sr. Land Entitlement Manager  
Toll WA LP

encls: Attachments 1-4  
First Amendment to Development Agreement

ATTACHMENT 1

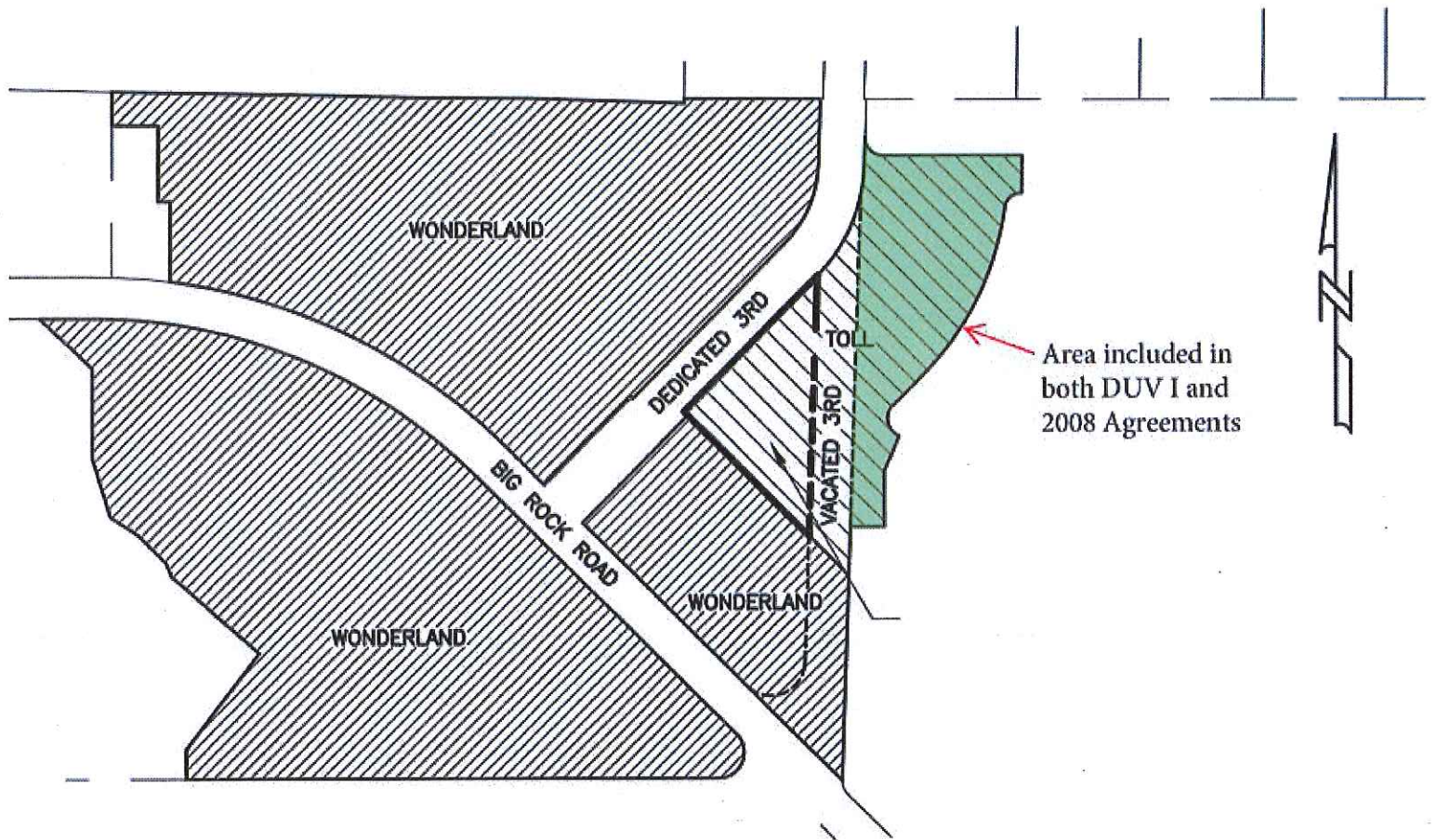


# ATTACHMENT 2

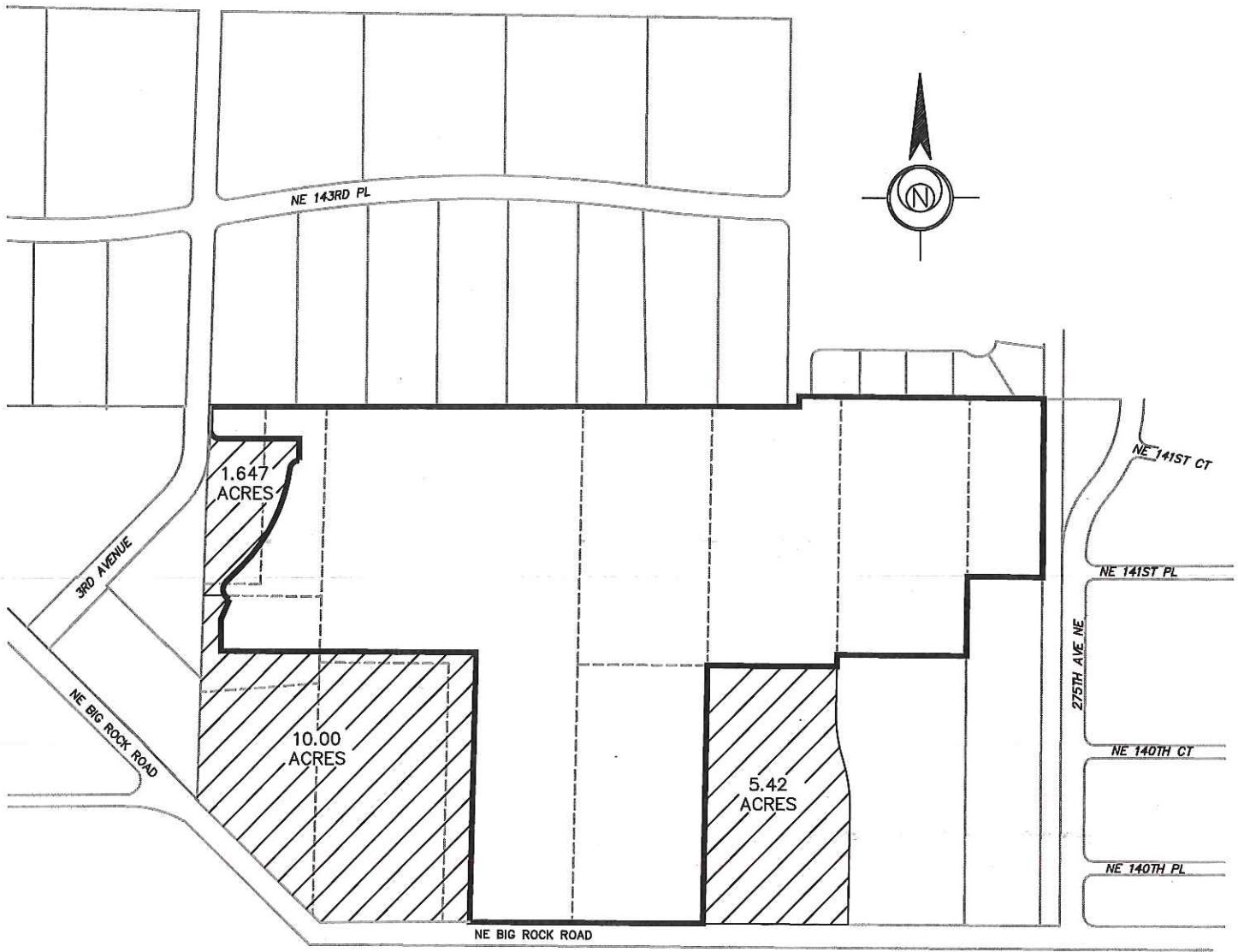




ATTACHMENT 3



ATTACHMENT 4





**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
CITY OF DUVALL AND TOLL WA LP**

This First Amendment to Development Agreement ("First Amendment") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 is entered by and between the City of Duvall, a Washington municipal corporation ("City") and Toll WA LP, a Washington limited partnership ("Toll"), the successor in interest to CamWest Development, Inc., a Washington corporation ("CamWest") in that real property subject to the Development Agreement between CamWest and the City dated December 14, 2007.

**RECITALS**

- A. CamWest and the City entered into a Development Agreement dated December 14, 2007 to govern the development of certain real property located in the City of Duvall ("Development Agreement"). The Development Agreement was recorded on February 11, 2008 under King County recording number 20080211001272. On November 18, 2011 Toll acquired assets owned by CamWest, including the CamWest properties subject to the Development Agreement.
- B. The development contemplated by the Development Agreement arose out of a Memorandum of Understanding dated November 10, 2005 ("MOU") and an Agreement Implementing Memorandum of Understanding dated July 26, 2007 and amended in January 2008 ("the Implementing Agreement") between the City, CamWest and the Lake Washington Technical College ("LWTC"). The MOU and Implementing Agreement provided for a series of real estate transactions which, when fully implemented, would result in a 10-acre parcel owned by the LWTC for the location of a technical college, a 2-acre City Parcel for the location of a City facility, a 2.9 acre City park, and a residential and mixed-use residential/commercial development on the remaining property.
- C. The Development Agreement was approved prior to the implementation of the real estate transactions delineated in the MOU and Implementing Agreement. The legal descriptions in the Development Agreement included 9 parcels totaling approximately 50.45 acres that were either owned by CamWest or under contract, and 4.96 acres owned by the City.
- D. On December 22, 2008 a preliminary plat (the "DUV I Plat") was submitted to the City for real property owned by Wonderland Holdings LLC, a Washington limited liability company ("Wonderland"), and approximately 1.647 acres of land owned by CamWest that was also subject to the Development Agreement. The DUV I preliminary plat was approved on June 16, 2010. A condition of approval for the DUV I Plat requires an amendment to the Development Agreement to remove the 1.64 acres that was included both in the DUV I Plat and the Development Agreement.
- E. The City, Toll and Wonderland Holdings, LLC entered into a Development Agreement dated March 22, 2012 to govern the development of the DUV I Plat ("DUV I Development Agreement") consistent with the approved DUV I Plat.
- F. Due to the changes in circumstances set out herein, including the approval of the DUV I Plat and the DUV I Development Agreement, the conveyance of 10 acres to the LWTC, the conveyance of the City's 4.96 acres to the LWTC to facilitate the real estate transactions set out in the MOU and the Implementing Agreement, the acquisition of the CamWest properties by Toll, and other factors, the Parties desire to update and amend the legal description for the Development Agreement as herein provided
- G. The 10-acre LWTC property, now owned by the Riverview School District, the 1.64-acre parcel which is part of the DUV I Plat and DUV I Development Agreement and a 5-acre parcel not acquired by CamWest have been removed from the legal description for the Development

Agreement. The Toll property included within this First Amendment to Development Agreement consists of seven (7) parcels totaling approximately 38.53 acres ("Toll Property") and is legally described on **Exhibit A-1** and depicted on **Exhibit B-1** both of which are attached hereto and incorporated herein.

Pursuant to the provisions of RCW 36.70B.170, et seq., and the conditions of approval for the DUV I Plat and in consideration of the mutual promises, benefits and obligations of the Parties in the Development Agreement as amended herein, the City and Toll agree as follows:

The property subject to the rights and obligations set out in the Development Agreement as amended by this First Amendment consists of seven (7) parcels totaling approximately 38.53 acres. The legal description of the property included within the Development Agreement is hereby amended as set out on **Exhibit A-1** and as depicted on **Exhibit B-1** both of which are attached hereto and incorporated herein. **Exhibit A-1** and **Exhibit B-1** replace **Exhibit A** and **Exhibit B** to the Development Agreement in their entirety.

This First Amendment to Development Agreement shall become effective after execution of this Agreement by all Parties.

A complete copy of this First Amendment to Development Agreement shall be recorded with King County and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy.

Date: \_\_\_\_\_

**CITY OF DUVALL**

**Attested by:**

By \_\_\_\_\_  
Will Ibershof, Mayor

\_\_\_\_\_, City Clerk

**Approved as to form:**

\_\_\_\_\_, City Attorney

Date: \_\_\_\_\_

**TOLL WA LP**, a Washington limited partnership  
By: Toll WA GP Corp, a Washington corporation  
Its: General Partner

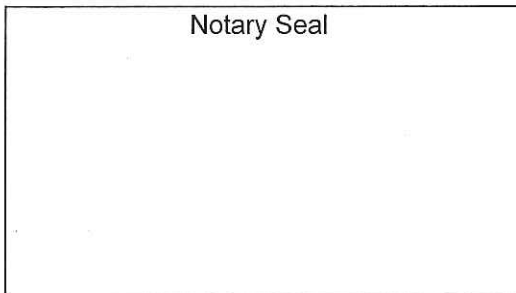
\_\_\_\_\_  
By: Kelley Moldstad  
Its: Division President



STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I hereby certify that I know or have satisfactory evidence that Will Ibershof is the Mayor of the City of Duvall, a Washington municipal corporation, and is the person who appeared before me, and acknowledged that he signed this instrument on behalf of such City, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such City for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_.

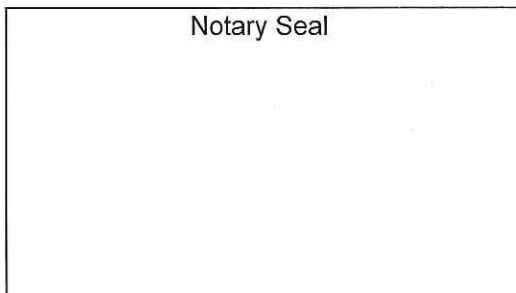


\_\_\_\_\_  
\_\_\_\_\_. (Print Name)  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I hereby certify that I know or have satisfactory evidence that Kelley Moldstad is the person who appeared before me, and acknowledged that he signed this instrument as the Division President of Toll WA GP Corp., a Washington corporation, the general partner of Toll WA LP, a Washington limited partnership and on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of the partnership for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
\_\_\_\_\_. (Print Name)  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A-1  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
LEGAL DESCRIPTION OF TOLL PROPERTY**

**LOTS 3 AND 4, SHORT PLAT NUMBER 878034, RECORDED DECEMBER 20, 1978, UNDER RECORDING NUMBER 7812200862, RECORDS OF KING COUNTY AUDITOR;**

**TOGETHER WITH;**

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST, W.M.;**

**EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;**

**TOGETHER WITH;**

**THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**

**EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 & 87, RECORDS OF KING COUNTY;**

**TOGETHER WITH;**

**THE WEST TWO THIRDS, OF THE EAST THREE QUARTERS, OF THE NORTH HALF, OF THE SOUTHWEST QUARTER, OF THE NORTHEAST QUARTER, OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**

**TOGETHER WITH THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24;**

**EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;**

**AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;**

**TOGETHER WITH;**

**THE NORTH 2 ACRES OF THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;**

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EASTERLY 30 FEET OF THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

TOGETHER WITH;

LOT B, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NUMBER 08-003, AS RECORDED UNDER RECORDING NUMBER 20120305900004, RECORDS OF KING COUNTY, WASHINGTON.

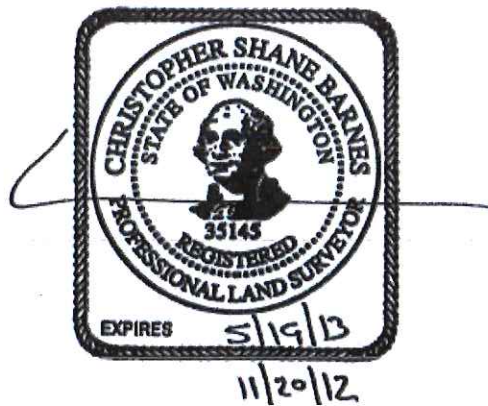
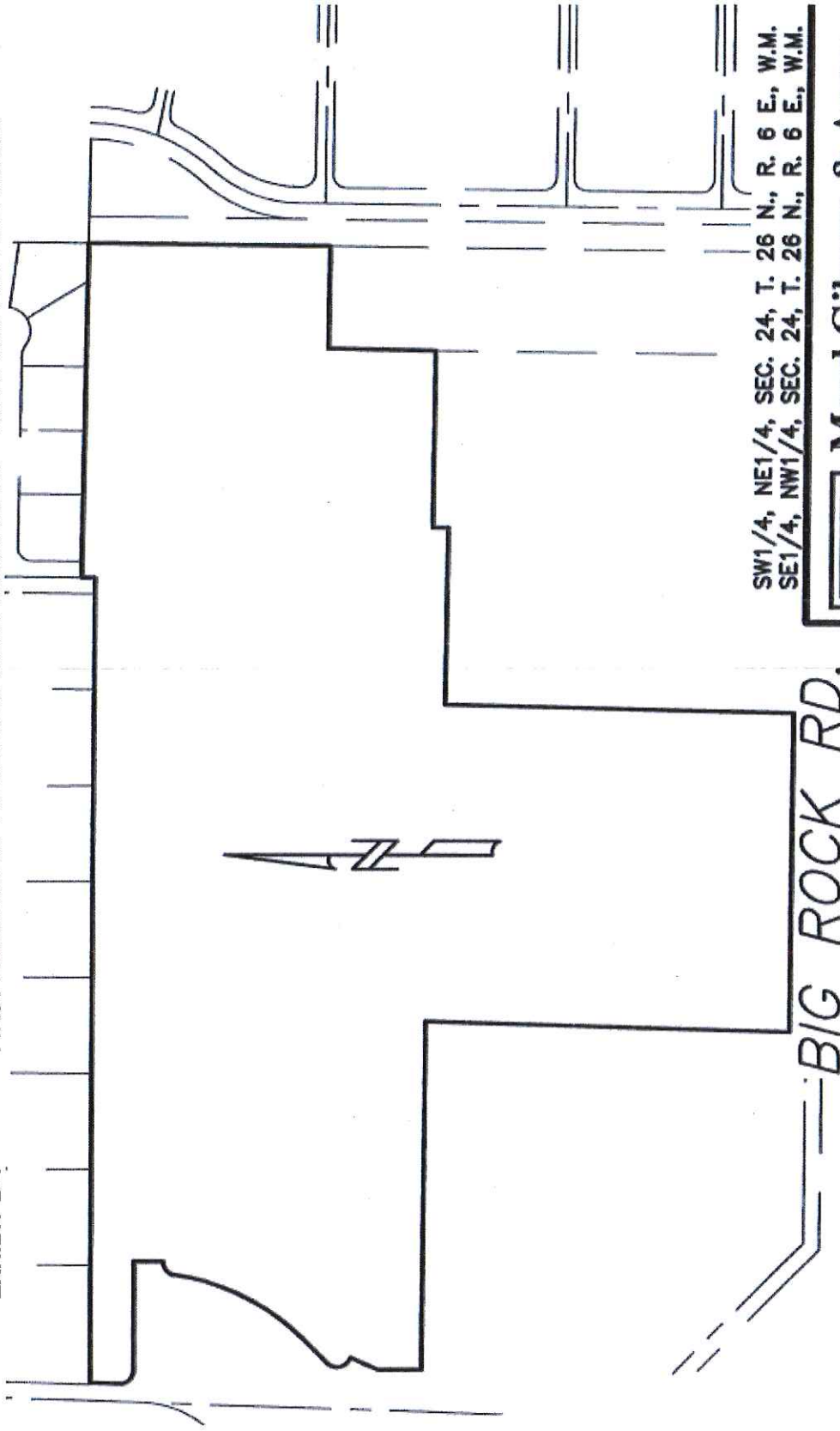




EXHIBIT B-1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT - TOLL PROPERTY DEPICTION



SW1/4, NE1/4, SEC. 24, T. 26 N., R. 6 E., W.M.  
SE1/4, NW1/4, SEC. 24, T. 26 N., R. 6 E., W.M.



**Mead Gilman & Assoc.**  
Professional Land Surveyors

P.O. BOX 289, WOODINVILLE, WA 98072  
PHONE: (425) 486-1252 FAX: (425) 486-6108

JOB NO. 04294

Exhibit B-1